

PETITION FEE
Under 37 CFR 1.17(f), (g) & (h)
TRANSMITTAL

(Fees are subject to annual revision)

Send completed form to: Commissioner for Patents
P.O. Box 1450, Alexandria, VA 22313-1450

Application Number	10/562,717
Filing Date	12/23/2005
First Named Inventor	Stephen Latham Goldson
Art Unit	
Examiner Name	
Attorney Docket Number	JAW-101/PCT/US

Enclosed is a petition filed under 37 CFR 1.17 (g) that requires a processing fee (37 CFR 1.17(f), (g), or (h)). Payment of \$ 200 is enclosed.

This form should be included with the above-mentioned petition and faxed or mailed to the Office using the appropriate Mail Stop (e.g., Mail Stop Petition), if applicable. For transmittal of processing fees under 37 CFR 1.17(i), see form PTO/SB/17i.

Payment of Fees (small entity amounts are NOT available for the petition fees)

☐ The Commissioner is hereby authorized to charge the following fees to Deposit Account No. _____:

☐ petition fee under 37 CFR 1.17(f), (g) or (h) ☐ any deficiency of fees and credit of any overpayments

Enclose a duplicative copy of this form for fee processing.

☐ Check in the amount of \$ _____ is enclosed.

☒ Payment by credit card (Form PTO-2038 or equivalent enclosed). Do not provide credit card information on this form.

Petition Fees under 37 CFR 1.17(f): Fee \$400 Fee Code 1462

For petitions filed under:

- § 1.53(e) - to accord a filing date.
- § 1.57(a) - to accord a filing date.
- § 1.182 - for decision on a question not specifically provided for.
- § 1.183 - to suspend the rules.
- § 1.378(e) - for reconsideration of decision on petition refusing to accept delayed payment of maintenance fee in an expired patent.
- § 1.741(b) - to accord a filing date to an application under § 1.740 for extension of a patent term.

Petition Fees under 37 CFR 1.17(g): Fee \$200 Fee Code 1463

For petitions filed under:

- § 1.12 - for access to an assignment record.
- § 1.14 - for access to an application.
- § 1.47 - for filing by other than all the inventors or a person not the inventor.
- § 1.59 - for expungement of information.
- § 1.103(a) - to suspend action in an application.
- § 1.136(b) - for review of a request for extension of time when the provisions of section 1.136(a) are not available.
- § 1.295 - for review of refusal to publish a statutory invention registration.
- § 1.296 - to withdraw a request for publication of a statutory invention registration filed on or after the date the notice of intent to publish issued.
- § 1.377 - for review of decision refusing to accept and record payment of a maintenance fee filed prior to expiration of a patent.
- § 1.550(c) - for patent owner requests for extension of time in *ex parte* reexamination proceedings.
- § 1.956 - for patent owner requests for extension of time in *inter partes* reexamination proceedings.
- § 5.12 - for expedited handling of a foreign filing license.
- § 5.15 - for changing the scope of a license.
- § 5.25 - for retroactive license.

Petition Fees under 37 CFR 1.17(h): Fee \$130 Fee Code 1464

For petitions filed under:

- § 1.19(g) - to request documents in a form other than that provided in this part.
- § 1.84 - for accepting color drawings or photographs.
- § 1.91 - for entry of a model or exhibit.
- § 1.102(d) - to make an application special.
- § 1.138(c) - to expressly abandon an application to avoid publication.
- § 1.313 - to withdraw an application from issue.
- § 1.314 - to defer issuance of a patent.

09/22/2005 MKAYPAGH 00000120 10562717 Signature

04 FC:1463

Miriam Kaplan
200.00 00
Typed or printed name

9/13/06

Date

55,315

Registration No., if applicable

This collection of information is required by 37 CFR 1.17. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 5 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



In the US Patent and Trademark Office

Application No.: 10/562,717
Filing Date: 12/23/2005
Inventors: Stephen Latham Goldson, Terrance John Braggins and Alan Leedham Hart
Title: A Method of and Apparatus for Detecting the Presence of Signature Volatile Compounds From Materials in a Confined Environment

**Petition under 37 CFR 1.47
Filing when an Inventor Refuses to Sign**

To: Commissioner for Patent and Trademark
Washington, DC 20231

Sir:

The above titled invention was made by three co-inventors, Stephen Latham Goldson, Terrance John Braggins and Alan Leedham Hart. A Patent application No. 10/562,717 was filed with the US Patent Office on December 23, 2005. However, one inventor, Terrance John Braggins, refuses to sign the Declaration and Assignment. The applicant hereby petitions under the provision of 37 CFR 1.47 to file the above referenced patent application in the case that one of the inventor refuses to sign.

Accompanying this petition is:

- a statement of facts verified and signed by a person having first hand knowledge of the facts herein;
- the petition fee set forth in 37 CFR 1.17(g);
- The signed Assignment and Declaration from Stephen Latham Goldson and Alan Leedham

09/22/2006 HART 10562717

01 FC:1253 1020.00 OP
02 FC:8021 40.00 OP

Respectfully Submitted,

Miriam Kaplan
Reg. No. 55,315
LUMEN Intellectual Property Services
2345 Yale Street, 2nd Floor
Palo Alto, CA 94306-1429

Phone: (650) 331-8417
Fax: (650) 424-0141
Email: miriam@lumen.com



STATEMENT OF FACTS:

Named inventor(s) of above reference application 10/562,717:

Stephen Latham Goldson, Terrance John Braggins and Alan Leedham Hart

Name and address of inventor that refuses to sign the above referenced application
(10/562,717):

Terrance John Braggins

Home Address:

2 Thwaites Place

Cambridge, New Zealand 2351

Co-inventor Terrance John Braggins is an ex-employee of AgResearch Limited, the original assignee of the above referenced patent application (10/562,717).

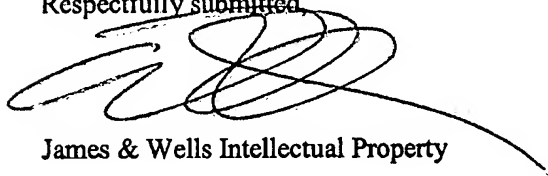
On 12 May 2006 James and Wells Intellectual Property, the associate acting as a liaison for Lumen Intellectual Property Services, a company that has power of attorney to prosecute the above referenced application, sent AgResearch Limited Assignment and Declaration forms for all inventors to sign and to return as promptly as possible.

James and Wells was subsequently advised by AgResearch Limited that the above referenced application (10/562,717) was to be assigned to a third party, ContainerScan Limited. AgResearch Limited also advised James and Wells that co-inventor Terrance John Braggins had not responded to postal and telephone communications requesting he execute the Declaration and Assignment documents supplied to him.

AgResearch Limited advised James and Wells that co-inventor Terrance John Braggins has to date refused to execute the Declaration and Assignment documents.

I hereby declare that all statements made herein of my knowledge are true and that all statements made on information or belief are believed to be true.

Respectfully submitted,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

James & Wells Intellectual Property

C.P.K. WELLS
BARRISTER AND SOLICITOR OF THE
HIGH COURT OF NEW ZEALAND
HAMILTON



Modified Version of PTO/SB/01

**DECLARATION FOR
UTILITY or DESIGN
PATENT APPLICATION
(37 CFR 1.63)**

- ☐ Declaration submitted *with* initial filing
- ☒ Declaration submitted *after* initial filing (surcharge)

Attorney Docket Number	JAW-101/PCT/US
First Named Inventor	Stephen Latham Goldson
Application Number	10/562717
Filing Date	12/23/2005
Art Unit	
Examiner Name	

Please direct all correspondence to the address associated with Customer Number:

30869

I hereby declare that:

Each inventor(s) residence, mailing address and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

A Method of and Apparatus for Detecting the Presence of Signature Volatile Compounds From Materials in a Confined Environment

the specification of which

- ☐ is attached hereto
- ☒ was filed on (mm/dd/yyyy) 12/23/2005 as United States application number or PCT international application number 10/562717 and was amended on (mm/dd/yyyy) (if applicable).

I hereby state that I reviewed and understand the contents of the above identified application, including the claims, as amended by any amendment specifically referred to above.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, including for continuation-in-part applications, material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

Each inventor(s) residence, mailing address and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

I hereby claim foreign priority benefits under 35 USC 119(a)-(d) or (f), or 365(b) of any foreign application(s) for patent, inventor(s) or plant breeder's rights certificate(s), or 365(a) of any PCT international application which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application for patent, inventor's or plant breeder's right certificate(s), or any PCT international application having a filing date before that of the application on which priority is claimed.

Prior Foreign Appl. Nos.	Country	Foreign Filing Date (mm/dd/yyyy)	Priority Not Claimed	Certified Copy Attached	
				YES	NO
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

This collection of information is required by 35 USC 115 and 37 CFR 1.63. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 USC 122 and 37 CFR 1.11 and 1.14. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.



Modified Version of PTO/SB/01

DECLARATION FOR UTILITY or DESIGN PATENT APPLICATION

I hereby declare that all statement made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE or FIRST INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]): Stephen Latham

Family Name or Surname: Goldson

Inventor's Signature

Date 13/09/06

Residence - City: Beckenham

State: Christchurch

Country: New Zealand Citizenship: New Zealand

Mailing Address: 32 Fisher Ave.

City: Beckenham

State: Christchurch

Zip: 8030

Country: New Zealand

NAME OF SECOND INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]): Terrance John

Family Name or Surname: Braggins

Inventor's Signature

Date

Residence - City: Cambridge

State: Cambridge

Country: New Zealand Citizenship: New Zealand

Mailing Address: 2 Thwaites Place

City: Cambridge

State: Cambridge

Zip: 2351

Country: New Zealand

NAME OF THIRD INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]): Alan Leedham

Family Name or Surname: Hart

Inventor's Signature

Date

Residence - City: Palmerston North

State: Palmerston

Country: New Zealand Citizenship: New Zealand

Mailing Address: 29 St. John's Ave.

City: Palmerston North

State: Palmerston

Zip: 11008

Country: New Zealand

NAME OF FOURTH INVENTOR:

☐ A petition has been filed for this unsigned inventor

Given Name (first, middle [if any]):

Family Name or Surname:

Inventor's Signature

Date

Residence - City:

State:

Country:

Citizenship:

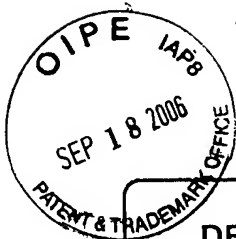
Mailing Address:

City:

State:

Zip:

Country:

**DECLARATION FOR UTILITY or DESIGN PATENT APPLICATION**

I hereby declare that all statement made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 USC 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

NAME OF SOLE or FIRST INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]): Stephen Latham		Family Name or Surname: Goldson	
Inventor's Signature		Date	
Residence – City: Beckenham		State: Christchurc Country: New Zealand Citizenship: New Zealand	
Mailing Address: 32 Fisher Ave.			
City: Beckenham		State: Christchurc Zip: 8030 Country: New Zealand	
NAME OF SECOND INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]): Terrance John		Family Name or Surname: Braggins	
Inventor's Signature		Date	
Residence – City: Cambridge		State: Cambridg Country: New Zealand Citizenship: New Zealand	
Mailing Address: 2 Thwaites Place			
City: Cambridge		State: Cambridg Zip: 2351 Country: New Zealand	
NAME OF THIRD INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]): Alan Leedham		Family Name or Surname: Hart	
Inventor's Signature <i>A. L. Hart</i>		Date <i>1 SEPT 2006</i>	
Residence – City: Palmerston North		State: Palmersto Country: New Zealand Citizenship: New Zealand	
Mailing Address: 29 St. John's Ave.			
City: Palmerston North		State: Palmersto Zip: 11008 Country: New Zealand	
NAME OF FOURTH INVENTOR:		<input type="checkbox"/> A petition has been filed for this unsigned inventor	
Given Name (first, middle [if any]):		Family Name or Surname:	
Inventor's Signature		Date	
Residence – City:		State: Country: Citizenship:	
Mailing Address:			
City:		State: Zip: Country:	



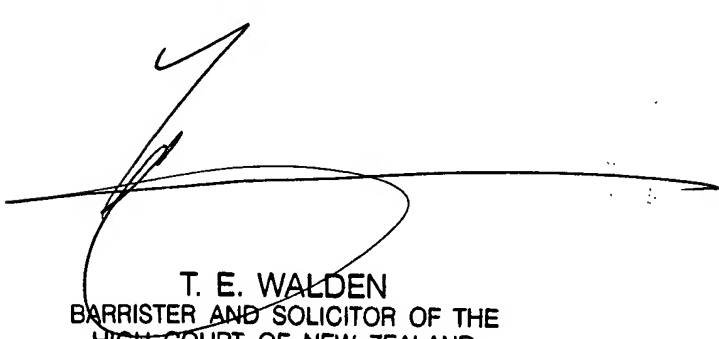
DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

BETWEEN: AgResearch Limited
AND: ContainerScan Limited

DESCRIPTION:

By this deed AgResearch assigns its intellectual property rights relating to its Sniffertech invention to ContainerScan Limited.

Certified to be a true
copy of the original.



T. E. WALDEN
BARRISTER AND SOLICITOR OF THE
HIGH COURT OF NEW ZEALAND
HAMILTON

JAMES & WELLS
INTELLECTUAL PROPERTY
Patent & Trade Mark Attorneys
Private Bag 11907
Level 9, Ellerslie Tower,
56 Cawley Street, Ellerslie
Auckland

DEED OF ASSIGNMENT OF INTELLECTUAL PROPERTY

BETWEEN AgResearch Limited, a New Zealand company having its registered office at East Street, Ruakura Campus, Hamilton, New Zealand

("AgResearch")

AND ContainerScan Limited, a New Zealand company having its registered office at INSERT

("ContainerScan")

ON THE BASIS THAT-

1.0 DEFINED TERMS

1.1 *AgR Intellectual Property Rights* shall mean all **AgResearch** intellectual property rights associated with the *Invention* as at the date of this Agreement including the *Patents*, the *Patent Rights*, the *Copyright*, and the *Design Rights* and for the avoidance of doubt shall not include any *Improvements*.

1.2 *Copyright* shall mean the property rights which exist in any *Copyright Work*.

1.3 *Copyright Work* shall refer to:

1.2.1 a work of any of the types described in Section 14 of the New Zealand Copyright Act 1994; and/or

1.2.2 a work in which copyright exists; and

which relates to the *Invention*.

1.4 *Design Rights* shall mean the right to apply for a registered design relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such applications and the rights conferred by such registered designs or equivalent protection when granted.

1.5 *Invention* means an invention relating to a method of and apparatus for detecting the presence of signature volatile compounds from materials in a confined environment as described in New Zealand Patent Application No. 526815 and without limitation includes the SNIFFERTECH cassette but excludes the docking station described in New Zealand Patent Application No. 537372.

1.6 *Materials* means the stock of Sniffertech cassettes and parts for cassettes held by **AgResearch** at the date of this deed.

1.7 *Patents* means any patent application or letters patent relating to the *Invention* at the date of this Agreement as described below:

NZ Patent Application No: 526815
Filing Date: 3 July 2003
Title: A method of and apparatus for detecting the presence of signature volatile compounds from materials in a confined environment

PCT Application No: PCT/NZ2004/000137
Filing Date: 1 July 2004
Priority Date: 1 July 2003
Title: A method of and apparatus for detecting the presence of signature volatile compounds from materials in a confined environment

1.8 *Patent Rights* shall mean:

1.8.1 the right to apply for a patent relating to the *Invention* or equivalent protection in any country of the world and to claim priority under international convention from any such application(s) and the rights conferred by such patent or equivalent protection when granted; and

1.8.2 the rights conferred by the *Patents* including the right to claim priority under international convention and the right conferred by such *Patents* now and/or when granted.

1.9 *Trade Mark* means the trade mark SNIFFERTECH for use in relation to all products and services that utilise the *Invention* and ancillary products and services ("the *Goods/Services*") in all countries and regions of the world.

1.10 *Trade Mark Rights* means:

1.10.1 the right to apply to register and use the *Trade Mark* in relation to the *Goods/Services* throughout the world;

1.10.2 any copyright subsisting in existing logo forms of the *Trade Mark*;

1.10.3 the right to market the *Goods/Services* in the same distinctive get up or manner as previously used by **AgResearch**;

1.10.4 the benefit of and rights arising from any use of the *Trade Mark* in respect of the *Goods/Services* prior to the date of this deed; and

1.10.5 the goodwill of the business relating to the *Goods/Services* in respect of which the *Trade Mark* has been used.

2.0 **BACKGROUND**

2.1 **AgResearch** owns the *Invention*, *AgR Intellectual Property Rights* and *Materials*.

2.2 **AgResearch** entered into a shareholders agreement with Syft Technologies Limited as a shareholder of **ContainerScan**. Pursuant to that agreement, **AgResearch** agreed to transfer to **ContainerScan** the *Invention* and *AgR Intellectual Property Rights*.

- 2.3 By this deed **AgResearch** assigns and transfers to **ContainerScan** the *Invention*, the *Materials* and the *AgR Intellectual Property Rights* on the terms described below.

IT IS AGREED THAT-

3.0 THE ASSIGNMENT

- 3.1 **AgResearch** hereby assigns all its right, title and interest in and to the *Invention*, the *Materials* and the *AgR Intellectual Property Rights* to **ContainerScan**.

4.0 CONSIDERATION

- 4.1 In consideration for the assignment detailed in clause 3.1, **ContainerScan**:

- 4.1.1 now pays to **AgResearch** the sum of one New Zealand dollar (NZ\$1.00), the receipt and sufficiency of which is acknowledged by **AgResearch**; and
- 4.1.2 will grant to **AgResearch** a licence to use the *AgR Intellectual Property Rights* existing as at the date of this deed for research purposes to be recorded in and subject to a formal licence agreement to be executed by the parties contemporaneously with this deed ("the Licence Agreement"); and
- 4.1.3 will immediately reassign to **AgResearch** the *AgR Intellectual Property Rights* in the event **ContainerScan** is placed into receivership or liquidation less than 5 years after incorporation of **ContainerScan** in accordance with the terms of the Licence Agreement; and
- 4.1.4 will grant a first right of refusal to **AgResearch** to take a reassignment of the *AgR Intellectual Property Rights* in the event **ContainerScan** is placed into receivership or liquidation more than 5 years after incorporation of **ContainerScan** in accordance with the terms of the Licence Agreement; and
- 4.1.5 will use its best efforts to introduce to New Zealand at the same time as any other country any product derived from the *AgR Intellectual Property Rights*.

5.0 AGRESEARCH'S OBLIGATIONS

- 5.1 **AgResearch** undertakes to execute any documents and authorisations, and depose to or swear any declaration or oath as may be requested by **ContainerScan** for vesting absolutely all right, title and interest to the *AgR Intellectual Property Rights* in favour of **ContainerScan**, and for conferring on **ContainerScan** the right to take action against any third party who copies the *Invention* or infringes the *AgR Intellectual Property Rights*.

- 5.2 Subject to clause 5.3, at the request of **ContainerScan**, **AgResearch** shall at **ContainerScan's** expense execute all documents and do all acts necessary or convenient to enable **ContainerScan** to:

- 5.2.1 make, prosecute or register in **ContainerScan's** name an application for a patent, registered design, registered trade mark, plant variety rights or other intellectual property protection in respect of any of the *AgR Intellectual Property Rights*;

5.2.2 defend opposition proceedings in respect of any of the *AgR Intellectual Property Rights* against a third party or conduct opposition proceedings against a third party in respect of any application for intellectual property protection that may adversely affect **ContainerScan's** ability to exploit the *AgR Intellectual Property Rights*;

5.2.3 defend proceedings in any court, tribunal or other forum which relate to the validity of any of protection obtained in respect of the *AgR Intellectual Property Rights*;

5.2.4 enforce the *AgR Intellectual Property Rights* including obtaining all such remedies as may be available for infringement of the *AgR Intellectual Property Rights*.

5.3 In the event of any event occurring pursuant to subclauses 5.2.2, 5.2.3 or 5.2.4, **AgResearch** shall indemnify **ContainerScan** for any loss, damage, expense or liability resulting from such infringement of **AgResearch's** warranties pursuant to clause 6.

5.4 **AgResearch** shall have no liability to **ContainerScan** under this clause for an infringement of the *AgR Intellectual Property Rights* which results from the actions of **ContainerScan**.

5.5 **AgResearch** shall, at the request of **ContainerScan**, and to the extent outstanding, furnish **ContainerScan** with full details of and relating to the *Invention*, and the *AgR Intellectual Property Rights* (including the circumstances of invention, creation and/or design of same) and where possible all original versions of the *Invention* and the *Copyright Works*.

5.4 **AgResearch** agrees to treat as confidential all information relating to the *Invention* and/or the *AgR Intellectual Property Rights* and shall not use, disclose or publish same without the express prior written consent of **ContainerScan**. Such obligations shall not extend to information which already is in or which enters the public domain through no fault of **AgResearch**. **AgResearch** agrees to seek prior clearance from **ContainerScan** in any case of uncertainty.

6.0 AGRESEARCH'S WARRANTIES

6.1 **AgResearch** warrants:

6.1.1 As at the date of this Agreement, **AgResearch** has title to the *Invention*, the *Materials* and the *AgR Intellectual Property Rights*; and

6.1.2 There are no encumbrances or other matters affecting **AgResearch's** capacity to assign the *Invention* and/or the *Materials* and/or the *AgR Intellectual Property Rights* to **ContainerScan** free of any encumbrances or interests whatsoever except those set out in clauses 4.1.2, 4.1.3 and 4.1.4.

7.0 GOVERNING LAW

7.1 This deed shall be governed by and construed in all respects in accordance with the laws of New Zealand.

Signed this 23rd day of December 2005 for and on behalf of ContainerScan Limited by its duly authorised officers *

(i) [Signature]
Signature

SCOTT MITCHELL
Name

SOLE DIRECTOR
Position

(ii) _____
Signature

Name

Position

Witnessed by:

[Signature]
Signature

SANDY CROCKER
Name

Hamilton
Address

P. A
Occupation

Signed this 23rd day of December 2005 for and on behalf AgResearch Limited by its duly authorised officers

(i) _____
Signature

Name

Position

(ii) [Signature]
Signature

A. WEST
Name

CEO
Position

Witnessed by:

[Signature]
Signature

Andrea Stocks
Name

Hamilton
Address

E. A.
Occupation